



June 8, 2016

VIA ECF

Honorable Shelley C. Chapman
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, New York 10004

Re: *In re: Lehman Brothers Holdings Inc., et al.*
Case No. 08-13555 (SCC)

Lehman Brothers Holdings Inc. v. 1st Advantage Mortgage, L.L.C.
Adv. Proc. No. 16-01019 (the "Omnibus Action")

Dear Judge Chapman:

This firm and Wollmuth Maher & Deutsch LLP represent Lehman Brothers Holding Inc. ("LBHI" or the "Plan Administrator") in the above-referenced Omnibus Action and related adversary proceedings, in which LBHI asserts claims (the "Indemnification Claims") against certain mortgage loan originators (the "Defendants").

We write to update the Court on the status of *SecurityNational Mortgage Company v. Lehman Brothers Holdings Inc.*, a declaratory judgment action filed by Omnibus Defendant SecurityNational Mortgage Company ("SecurityNational") in Delaware Superior Court (the "Delaware Dec Action"), and in response to SecurityNational's June 3, 2016 letter to Your Honor requesting a ruling on the Plan Administrator's Motion to Enforce Automatic Stay, Plan and Confirmation Order Against iFreedom Direct Corp. and SecurityNational Mortgage Company (the "Motion to Enforce").

After last week's Omnibus Action pre-trial conference, counsel for SecurityNational sought the Plan Administrator's agreement to jointly ask Your Honor to rule on the Motion to Enforce. Mindful of the many matters before Your Honor, the Plan Administrator declined to impose itself on the Court's schedule. SecurityNational then unilaterally sent Your Honor a letter on June 3, 2016, requesting a ruling.

As the Court is aware, SecurityNational filed the Delaware Dec Action to avoid this Court's prior rulings on the statute of limitations for the Indemnification Claims. The Plan Administrator moved to dismiss. A hearing on the motion to dismiss has been scheduled for July 20, 2016. The Plan Administrator's motion to dismiss the Delaware Dec Action rests on numerous grounds entirely independent of the Motion to Enforce pending before Your Honor, including:

RBF Law

8350 E. Crescent Parkway, Suite 100
Greenwood Village, CO 80111

MAIN 303.945.7415
FAX 303.974.7468

rbf@RBFAAttorneys.com
www.RBFAAttorneys.com

June 8, 2016
Page 2

1. The action is not suitable for declaratory judgment because there is no credible controversy about accrual of the Indemnification Claims.
2. This Court is uniquely suited to oversee and manage the Plan Administrator's Indemnification Claims.
3. The Plan Administrator controls prosecution and resolution of the Indemnification Claims under the Plan.
4. The Plan Administrator was first to file.
5. The doctrine of *forum non conveniens* requires dismissal of the Delaware Dec Action.

In short, SecurityNational's request to impose on Your Honor's docket and schedule is unnecessary. For that reason, the Plan Administrator declines to join SecurityNational in its most recent request. The Plan Administrator is confident that Your Honor will consider and rule upon the Motion to Enforce in due course assuming the Delaware court does not moot the Motion by dismissing the Delaware Dec Action.

Respectfully submitted,



Michael A Rollin

cc: Maritza Braswell, Esq.
Lindsay Unruh, Esq.
Caleb Durling, Esq.
William A. Maher, Esq. (as co-counsel for LBHI)
Paul R. DeFilippo, Esq. (as co-counsel for LBHI)
Adam M. Bialek, Esq. (as co-counsel for LBHI)
Jim Lawlor, Esq. (as co-counsel for LBHI)
All parties (via ECF)